



REQUEST FOR PROPOSAL (RFP)

PROFESSIONAL PLANNING SERVICES

LAKE GREGORY DOWNTOWN DESIGN GUIDELINES

and

JOSHUA TREE DOWNTOWN DESIGN GUIDELINES

RFP No. LUSD2008-06

County of San Bernardino
Land Use Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0182

April 2008

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Land Use Services Department, hereinafter referred to as "County," is seeking proposals from qualified vendors for a fixed price contract to provide design guidelines for the downtown Lake Gregory area and the downtown area of the community of Joshua Tree. The Lake Gregory project will also require a new circulation pattern to reduce the conflict between vehicle and pedestrian traffic. It is the intent of the County to establish a mutually beneficial relationship with one Vendor or multiple Vendors who can provide these services as required by the specifications, terms and conditions of this RFP.

B. Period of Contract

The term of any contract awarded as a result of this RFP is for a term of one year and the term may be extended if the work is not completed within one year. Renewal of the contract is at the sole discretion of the County.

C. Mandatory Vendor Requirements

All Vendors must:

1. Have a minimum of three (3) continuous years of experience in providing professional planning services to large governmental agencies and/or private companies. This information must be included in Attachment E - Statement of Experience.
2. Possess and maintain all appropriate licenses/certifications necessary to perform the duties required under this proposal. Vendor must provide copies of licenses/certifications upon request.
3. Provide five (5) references from other agencies, one (1) of which should be government, with whom the Vendor has established a contract for this type of service. This information must be included on Attachment H - References.
4. Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.
5. Have the ability to fulfill contract requirements, including indemnification and insurance requirements.
6. Prior to contracting with the County and thereafter annually, Vendor shall have its employees (designated by County), that will be providing services under an agreement with the County, complete and provide to the County a California Form 700: Statement of Economic Interests (all schedules if applicable, except schedule B). The form can be downloaded at: www.fppc.ca.gov. Finally, Vendor and its employees who provide services to the County under this agreement shall not act in a manner that would constitute a conflict of interest under the law, including the Political Reform Act of 1974, Government Code section 81000 *et. seq.*
7. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
8. Meet other presentation and participation requirements listed in this RFP.
9. Submit proposal in the manner as stated in Section VI of this RFP.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before 4:00 p.m. on May 19, 2008, and directed to the individual listed in Paragraph E, below. Questions must be submitted allowing a reasonable enough time for staff to respond prior to the deadline.

E. Correspondence

Correspondence and proposals are to be submitted to:

David Dawson, Senior Planner
San Bernardino County Land Use Services Department
Advance Planning Division
385 North Arrowhead Ave., First Floor
San Bernardino, CA 92415-0182

Telephone: (909) 387-4168
Fax Number: (909) 387-3223
Email: ddawson@lusc.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

F. Admonition to Vendors

Once this RFP has been issued, vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the vendor. All questions regarding this RFP can be presented in writing as indicated in, Paragraph D, above.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph E, above no later than 4:00 PM on May 23, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be considered.

H. Proposal Confidentiality

Vendors should be aware that proposal responses are subject to the California Public Records Act (Government Code section 6250 et seq.). If any vendor's proposal contains trade secrets, financial, or other information, which is proprietary by law, the vendor must notify the County of its request to keep that information confidential. The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review the request and notify the vendor in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the vendor has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. In the event a public records request is made for information designated by the vendor as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the vendor of the request. The vendor will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

II. PROPOSAL TIMELINE

Release of RFP	April 21, 2008
Deadline for Submission of Questions	May 19, 2008, 4:00 PM
Responses to Questions Posted to the San Bernardino County RFP website: http://www.sbcounty.gov/rfp/rfplist.htm	May 21, 2008
Deadline for Proposal Submittal Oral Interviews (if necessary)	May 23, 2008, 4:00 PM
Tentative Date for Awarding Contract	June 11, 2008

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals. The County reserves the right to waive any immaterial irregularities in submitted proposals. The County also reserves the right to terminate this RFP process at anytime.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred by vendors in the preparation of a proposal in response to this request and vendors agree that all costs incurred by vendors in developing this proposal are the vendor's responsibility.

E. Negotiations

The County may require the potential vendor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is important.

G. Alternate Proposals

The County will consider any and all proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

H. Formal Contract

Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. Failure to raise any

objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

I. Local Preference Policy

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

J. Electronic Funds Transfer Program

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

K. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK

A. Background

In March of 2007, San Bernardino County adopted an update to the County General Plan, a complete revision to the County Development Code, and 13 community plans. The preparation for this update took several years to complete. Two of the community plans that were adopted included the communities of Crest Forest and Joshua Tree. During the update process, many public meetings were conducted within various communities throughout the County, with an emphasis on the areas in which a community plan was being prepared. During this process and after considerable input from the public, it became clear that additional work needed to be done for the Lake Gregory area within the Crest Forest Community Plan and for the downtown area of the Joshua Tree Community Plan. Both areas need to be evaluated and recommendations adopted to create better traffic/pedestrian patterns and provide greater aesthetic appeal as desired by the citizens within these communities. Both plans included similar policies relative to this issue. The following has been extracted from the Joshua Tree Community Plan:

- JT/LU 3.3 In coordination with the community, develop site design standards for commercial development to ensure that architectural detailing and signage are compatible with the desert character of the community and contribute to a unifying theme, to ensure that sites are designed to be more pedestrian-friendly and provide adequate parking and buffers between commercial and adjacent residential uses

Consequently, the County needs to contract with one or more vendors to create downtown design guidelines for these communities.

B. General

Vendor(s) will provide the following services upon the request of the County:

1. Create Downtown Design Guidelines for the communities of Lake Gregory/Crestline and Joshua Tree.

At a minimum, these design guidelines are expected to cover the following issues:

- Architectural Styles
 - Vehicular/pedestrian circulation
 - Signage
 - Utilities Concealment
 - Landscape/Streetscape Design Guidelines
 - Private Property Landscape/Hardscape Guidelines
 - Public Space Design Guidelines
- a. Lake Gregory: The scope of work will also include an evaluation of the Crestline Architectural Guidelines Program that was prepared in March 2002 and update this document where appropriate. The consultant will also have to coordinate with County Public Works staff on work that has been accomplished on the circulation issue. This may require the consultant to propose alternative, improved traffic patterns that reduce or eliminate the pedestrian/vehicle conflict which currently exists along Lake Drive. All aesthetic improvements are expected to emphasize and enhance the mountain resort theme.
 - b. Joshua Tree: The primary design emphasis should be the high desert environment and the Joshua Tree National Park. The design guidelines should help improve pedestrian circulation and give the downtown area a “sense of place.”
2. To encourage public participation in the preparation of both of these guidelines and resolution of any circulation issues, the consultant shall meet and confer with the Chambers of Commerce of both communities and the MACs and provide two public meetings for each community. These public meetings are to be conducted in the evening to facilitate maximum public participation. The first meeting is to be held early in the process, and the second meeting is to be conducted after initial draft guidelines have been prepared. These meetings will provide the citizens of each community the opportunity to contribute and express their vision relative to these guidelines and to discuss traffic issues for their downtown areas.

C. Professional Qualifications

Individuals assigned to perform work on the Lake Gregory and Joshua Tree Downtown Design Guidelines and Circulation Issues shall provide qualifications and resumes. All staff shall have a minimum of three years professional planning experience. Vendor shall provide the qualifications and resumes of all staff prior to assignment of duties.

D. Timeliness of Response

The Vendor shall provide draft Design Guidelines and Circulation Issues for the communities of Lake Gregory and Joshua Tree on August 20, 2008 to the County of San Bernardino, Land Use Services Department.

E. Timeliness of Completion

The Vendor assures the following turnaround time for work performed:

The Vendor shall provide a final Downtown Design Guidelines and Circulation Issues for the communities of Lake Gregory and Joshua Tree on September 12, 2008 to the County of San Bernardino, Land Use Services Department.

F. Reference Documents

The Land Use Services Department has copies of the following materials available for review:

Lake Gregory

1. County of San Bernardino Development Code
2. County of San Bernardino General Plan and Background Reports
3. Crestline Architectural Guidelines Program
4. Crestline Community Plan
5. Map of Downtown area

Joshua Tree

1. County of San Bernardino Development Code
2. County of San Bernardino General Plan and Background Reports
3. Joshua Tree Community Plan
4. Map of Downtown area

The above documents, with the exception of the Downtown area maps which are included with the RFP, are available on the Department's web site: www.sbcounty.gov/landuseservices. Copies of the County Development Code and the General Plan are available for purchase through the Planning Division. Applicable fees will apply to all copied material.

V. Contract Requirements

A. General

1. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

3. Representation of the County

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

6. Subcontracting

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

7. Agreement Assignability

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

8. Agreement Amendments

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

9. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

10. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. - Indemnification.

11. Venue

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

12. Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

15. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

17. Inaccuracies or Misrepresentations

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

19. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V, Paragraph A-9. - Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

21. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

22. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be

subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

23. Equal Employment.

During the term of the Contract, Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Vendor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Contract.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000);

Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **or**

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. **Additional Named Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

4. **Waiver of Subrogation Rights**

Except for the Errors and Omissions Liability and Professional Liability, the Vendor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. **Policies Primary and Non-Contributory**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. **Proof of Coverage**

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Vendor shall furnish certified copies of the policies and all endorsements.

7. **Insurance Review**

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. **Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

VI. Proposal Submission

A. General

1. All interested and qualified vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph G.
6. All proposals and materials submitted become property of the County. All proposals received are subject to the California Public Records Act. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Contractor should specifically identify the pages that contain confidential information by properly marking all application pages:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the nonconfidential portion of the Proposal. The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

B. Proposal Presentation

1. Proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and seven (7) copies, total of eight (8), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor name, address, telephone number, RFP number, RFP title, and proposal due date.
3. Each responder shall submit a separate fee proposal, in a separately marked, sealed envelope. The fee proposal shall indicate the expected total fee for the work described in the consultant services proposal. The total fee shall also be itemized by task, including consultant staff time and hourly rates and other direct costs such as printing and travel. The fee proposal shall also be signed by an individual authorized to bind the Consultant firm.
4. Hand carried proposals may be delivered to the address listed in Section I, paragraph E, between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Vendors must provide the following information in the following order:

1. **Cover Page- Attachment A**
Use Attachment A as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Table of Contents- Attachment B**
A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Proposal Checklist- Attachment C**
The proposal checklist is included to ensure that all items requested have been included in the proposal.
4. **Mandatory Vendor Requirements- Attachment D**
Complete, initial, sign and include in the submitted proposal.
5. **Statement of Experience- Attachment E**
Include the following in this section of the proposal:
 - a. Number of years the prospective Vendor has been in business under the present business name, as well as related prior business names.
 - b. A statement that the prospective Vendor has a demonstrated capacity to perform the required services.
6. **Exceptions to RFP- Attachment F**
Complete and include in submitted proposal.

7. **Statement of Certification- Attachment G**
Complete, initial, sign and include in the submitted proposal.
8. **References- Attachment H**
Provide five (5) references from other agencies, one (1) of which should be government, with whom Vendor has established a contract for this type of service.
9. **Vendor's Financial Capability- Attachment I**
 - a. Vendor must provide the company's annual report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
 - b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Vendor's financial institution indicating the Vendor can carry up to sixty (60) days worth of invoices before obtaining payment.
10. **Proposal Description- Attachment J**
Provide a detailed description of the Vendor's proposal.
 - a. Give a brief synopsis of the Vendor's grasp of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
 - b. Develop a brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.
11. **Proposed Cost Sheet- Attachment K**
For evaluation purposes, please provide pricing on the Proposed Cost Sheet. The successful Vendor will be required to provide these services at the submitted prices.
12. **Insurance- Attachment L**
Submit evidence of ability to insure as stated in Section V. Paragraph B.-Indemnification and Insurance Requirements.

VII. Evaluation Process

A. General

All proposals will be subject to a standard review process developed by a County evaluation committee. The committee will be comprised of appropriate County personnel, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review

- a. All proposals will be initially evaluated to determine if they meet the mandatory vendor requirements as outlined in Attachment D.
- b. The proposal must be complete, in the required format, and be in compliance with all the material requirements of this RFP.

- c. Prospective Vendors must submit all required documentation and certifications as outlined in this RFP.
- d. Prospective vendors must provide five (5) references from other agencies that they have provided the same or similar service as being requested in this RFP using Attachment H - References.
- e. All attachments (attachments A through L) must be included in the vendor's proposal.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

2. Final Evaluation

Proposals that meet the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Understanding the project and soundness of approach.
- b. Vendor's financial stability. This review will be based upon Vendor's business financial statements.
- c. Consultant expertise and technical abilities.
- d. Commitment/participation by key individuals.
- e. Related experience and references.
- f. Responders schedule, availability of staff, and ability to perform.
- g. Cost of the services provided.
- h. Clarity, completeness and general quality of the proposal.

Selection will be based on a determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

- 1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of contract.
- 2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
- 3. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
- 4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and Award

- 1. In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of the Land Use Services Department. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a. Appeal must be in writing.

- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters, as applicable.
- 2. An appeal of a **denial of award** can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
 - c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Julie Rynerson Rock, Director
County of San Bernardino
Land Use Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0182

VIII. ATTACHMENTS

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ATTACHMENT A – COVER PAGE
PROPOSAL FOR PROFESSIONAL PLANNING SERVICES, RFP LUSD2008-06

VENDOR'S NAME (*name of firm, entity or organization*): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF VENDOR'S CONTACT PERSON: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

ATTACHMENT B – TABLE OF CONTENTS

Use this sheet for proposal table of contents.

<u>Item</u>	<u>Page Number</u>
1.	
2.	
3.	
4.	
5.	
6.	
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10.	
11.	
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15.	
16.	

ATTACHMENT C – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

	Items Completed	Number of Pages
1.	Attachment A – Cover Page	
2.	Attachment B – Table of Contents	
3.	Attachment C – Proposal Checklist	
4.	Attachment D – Mandatory Vendor Requirements	
5.	Attachment E – Statement of Experience	
6.	Attachment F – Exceptions to RFP	
7.	Attachment G – Statement of Certification	
8.	Attachment H - References	
9.	Attachment I - Vendor's Financial Capability	
10.	Attachment J – Proposal Description	
11.	Attachment K – Proposed Cost Sheet	
12.	Attachment L - Insurance	

ATTACHMENT D – MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all prospective vendors.

	Requirement	Agree (initial)	Disagree with requirement (initial and explain in Attachment F- Exceptions)
1.	Have a minimum of three (3) continuous years of experience in providing professional planning services to large governmental agencies and/or private companies. This information must be included in Attachment E – Experience.		
2.	Possess and maintain all appropriate licenses/certifications necessary in the performance of duties required under this proposal. Vendor must provide copies of licenses/certifications upon request.		
3.	Provide five (5) references from other agencies, one (1) of which should be government, that Vendor has established a contract with for this type of service. This information must be included in Attachment H – References.		
4.	Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.		
5.	Have the ability to fulfill contract requirements, including indemnification and insurance.		
6.	Vendor shall complete and provide to the County all necessary California Form 700: Statement of Economic Interests from its employees as described in Section I., Paragraph C., 6.		
7.	Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.		
8.	Meet other presentation and participation requirements listed in this RFP.		
9.	Submit proposal in the manner as stated in Section VI of this RFP.		

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

* Vendor's experience providing professional planning services to similarly large organizations

ATTACHMENT F – EXCEPTIONS TO RFP

Vendor has reviewed the RFP and Contract Requirements in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Title _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT G – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal to provide professional planning services in response to County of San Bernardino RFP No. LUSD2008-06

	Statement	Agree (initial)	Disagree with statement (initial and explain in Attachment F- Exceptions)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of this RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

Signature

Date

Print name

Title

Company

ATTACHMENT H – REFERENCES

Identify past and current experience in providing services similar to those requested in this RFP.

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

*Enter “**Beginning Date - Present**” if still providing the services.

ATTACHMENT I – VENDOR’S FINANCIAL CAPABILITY

Use this page as a cover sheet for Vendor’s Annual Report for the last two (2) years.

Vendor must provide the company’s annual report for the last two years. Vendor must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the company’s accountant that the information accurately reflects the company’s current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business’ current financial status.

Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Vendor’s financial institution indicating the Vendor can carry up to sixty (60) days worth of invoices before obtaining payment.

1. Give a brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This synopsis should provide a broad understanding of the Vendor's entire proposal.
2. Develop a narrative description of the proposed plan to achieve the Scope of Work as described in Section IV.

ATTACHMENT K – PROPOSED COST SHEET

Please submit your proposals to address and incorporate the requirements stated within this RFP. For your proposal quote to be considered comprehensive and complete please use the following Cost sheet form to facilitate your quote.

In compliance with the proposal specifications and subject to the terms and conditions stated herein, the undersigned agrees to provide these services for the below listed prices of this contract:

Total cost for the above referenced projects: _____

I certify that these proposal fees are made without prior understanding, contact, or connection with any corporation, firm or person submitting a proposal for the same services, and are in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal, and certify that I am authorized to sign this proposal form for the firm.

Authorized Signature

Authorized Signature (Typed) and Title

Company Name

Street Address

City, State and Zip Code

Area Code and Telephone Number

ATTACHMENT L - INSURANCE

Use this page as a cover sheet when submitting insurance documents.

Submit evidence of ability to insure as stated in Section V. Paragraph B.-Indemnification and Insurance Requirements.